



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREETHER
DIRECTOR

September 16, 2016

CERTIFIED MAIL 7009 2820 0001 9804 4725

Ms. Katrien DeVos
Cow Pleasant Dairy, Inc.
5731 North Winn Road
Weidman, Michigan 48893

Dear Ms. DeVos:

SUBJECT: Cow Pleasant Dairy, Inc., Administrative Consent Order (ACO) No. ACO-000327

Enclosed please find an original signed copy of ACO No. ACO-000327 entered between Cow Pleasant Dairy, Inc. and the Department of Environmental Quality (DEQ). The ACO became effective on September 13, 2016. The invoice for the civil fine is enclosed. Please pay the civil fine not later than the date specified in the ACO, November 21, 2016.

Please be advised that there was a recent personnel change in the Chief of the DEQ, Water Resources Division (WRD). You will see this change reflected on page 2 of the ACO, wherein Acting Chief, Kimberly Fish was replaced with current Chief, Teresa Seidel.

If you have any questions regarding this matter, please contact Ms. Audrey Schwing, Saginaw Bay District Office, WRD, at 989-330-4639; schwingA1@michigan.gov; or DEQ, Saginaw Bay District Office, 401 Ketchum Street, Suite B, Bay City, Michigan 48708-5430.

Sincerely,

Katelyn Wysocki, Enforcement Specialist
Water Enforcement Unit
Field Operations Section – Lakes Erie and Huron
Water Resources Division

Enclosure

cc: Mr. Jon Russell, DEQ
Mr. Charles Bauer, DEQ
cc/enc: Ms. Audrey Schwing, DEQ

MICHIGAN DEPARTMENT of ENVIRONMENTAL QUALITY
Water Resources Division
Enforcement
INVOICE

Issued under authority of Public Act 451 of 1994.
FED ID # 38-6000134

COW PLEASANT DAIRY
5731 N. WINN ROAD
WEIDMAN, MI 48893
USA

Invoice Number:	761-8053485
Customer Id:	291235
Invoice Date:	September 16, 2016
Total Due:	\$7,125.00

COW PLEASANT DAIRY
5731 N. WINN ROAD
WEIDMAN, MI 48893

Failure to submit payment by the date due will result in penalties as described by law. Please be sure to reference the settlement ID# on the check when you remit payment.

Reference
WRD40125

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
SETTLEMENT ID# WRD40125	1.00	\$7,125.00	\$0.00	\$7,125.00

Total Invoice: **\$7,125.00**

Payment Due: Upon Receipt

REMIT PAYMENT TO: **STATE OF MICHIGAN**
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
DEQ CASHIERS OFFICE
PO BOX 30657

LANSING, MI 48909-8167

(Please note or make any address corrections below.)

COW PLEASANT DAIRY
5731 N. WINN ROAD
WEIDMAN, MI 48893
USA

Reference
WRD40125

INVOICE NUMBER 761-8053485 WRD ACO
--

Total Due: **\$7,125.00**

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

ADMINISTRATIVE CONSENT ORDER

In the matter of:

ACO-000327

Date Entered: 9-13-2016

SECTION I

FACILITY OWNER OR MUNICIPALITY

FULL LEGAL NAME OF FACILITY OR MUNICIPALITY Cow Pleasant Dairy, Inc.		
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS IDENTIFICATION NUMBER, if applicable 02486U		
ADDRESS 5731 N Winn Rd		
CITY Weidman	STATE Michigan	ZIP 48893
AUTHORIZED SIGNATORY Katrien DeVos		FACILITY OWNER PHONE # 989-330-8880

FACILITY NAME AND LOCATION

FACILITY NAME Cow Pleasant Dairy, Inc.		
FACILITY ADDRESS 5731 N Winn Rd		
CITY Weidman	STATE Michigan	ZIP 48893
COUNTY Isabella		
FACILITY CONTACT NAME Katrien DeVos		PHONE # 989-330-8880

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The DEQ alleges that the above-referenced Cow Pleasant Dairy, Inc. (Cow Pleasant Dairy) is in violation of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), the administrative rules promulgated under this statute, and applicable permits issued to the Cow Pleasant Dairy, as identified below.

STATUTE		PERMIT(S)
Part 31, Water Resources Protection, MCL 324.3101 <i>et seq.</i>	<input checked="" type="checkbox"/>	Permit Number: MIG019000
Part 33, Aquatic Nuisance Control, MCL 324.3301 <i>et seq.</i>	<input type="checkbox"/>	Permit Number:
Part 41, Sewerage Systems, MCL 324.4101 <i>et seq.</i>	<input type="checkbox"/>	Permit Number:
Part 91, Soil Erosion and Sedimentation Control, MCL 324.9101 <i>et seq.</i>	<input type="checkbox"/>	Permit Number:

Specific violations are referenced in DEQ letters attached to this Administrative Consent Order (Consent Order) as Exhibit A. The Cow Pleasant Dairy and the DEQ agree to resolve the violations set forth herein through entry of this Consent Order. The Cow Pleasant Dairy further agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this Consent Order. This Consent Order, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Consent Order shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV, and Exhibit A.

The Cow Pleasant Dairy agrees to pay a civil fine of **\$7,125** for the violations specified in Exhibit A of this Consent Order. Payment of the civil fine shall be made in accordance with the invoice that will be mailed to the Cow Pleasant Dairy after the execution of this Consent Order, but not later than November 21, 2016. Failure to make timely payment constitutes a violation of this Consent Order. The Cow Pleasant Dairy agrees to pay all funds due pursuant to this agreement by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 425 W. Ottawa St., Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WRD40125**. The Cow Pleasant Dairy agrees not to contest the legality of the civil fine

Signatories

DEPARTMENT OF ENVIRONMENTAL QUALITY



Teresa Seidel, Chief
Water Resources Division

9/13/16
Date

Cow Pleasant Dairy

I undersigned CERTIFY that I am fully authorized by the party identified above to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.



By: Katrien DeVos
Title: Owner

8-26-16
Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT Cow Pleasant Dairy shall take the following actions to comply with and to prevent further violations of Part 31 of the NREPA.

- 2.1 The Cow Pleasant Dairy agrees to comply with Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.* and the Administrative Rules promulgated there under being 2006 AACRS R 323.2101 *et seq.*, as amended and National Pollutant Discharge Elimination System (NPDES) Permit No. MIG010000 and the National Pollutant Discharge Elimination System (NPDES) Notice of Coverage (NOC) No. 010188, which was issued on April 23, 2012.
- 2.2 Not later than September 16, 2016 Cow Pleasant Dairy shall submit to the DEQ Saginaw Bay District Office for review complete Land Application Logs for the fields applied, including all parameters as listed in Part I.A.4.b.7.d of NPDES Permit MIG0190000.
- 2.3 Not later than September 16, 2016 Cow Pleasant Dairy shall submit to the DEQ Saginaw Bay District Office for review an updated and complete Field by Field Assessment for "Big Vogel", "Across from Farm 80", and any additional fields with similar characteristics (soil type, tillage practices, slope, proximity to water ways) creating potential for discharge.
- 2.4 Not later than September 16, 2016 Cow Pleasant Dairy shall submit to the DEQ Saginaw Bay District Office for review and approval an approvable revised spreading plan for the 2016 season. Once the DEQ approves the spreading plan, Cow Pleasant Dairy shall fully implement it.
- 2.5 Not later than September 16, 2016 Cow Pleasant Dairy shall submit to the DEQ Saginaw Bay District Office for review and approval an approvable detailed protocol for future applications to assure both nutrient and volume application rates prevent future permit violations as a result of over application. This protocol should include field specific actions if an over application or spill occurs. Once the DEQ approves the protocol, Cow Pleasant Dairy shall fully implement it.

Sections III and IV of this Consent Order shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from the DEQ renders the Consent Order null and void.

SECTION III – STIPULATIONS

The Cow Pleasant Dairy and the DEQ stipulate as follows:

1. The DEQ reserves all rights afforded to it under the law or laws under which this Consent Order is being entered. The DEQ is authorized to enter this Consent Order to comply with state law Section 3112(4) of Part 31 of the NREPA.

2. The Cow Pleasant Dairy consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under the appropriate provisions of state law identified in Section I this Consent Order. Cow Pleasant Dairy agrees not to contest the issuance of this Consent Order, and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the chief of the WRD, delegate of the director.
3. The Cow Pleasant Dairy and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Cow Pleasant Dairy that the law has been violated.
4. The Signatory to this Consent Order on behalf of the Cow Pleasant Dairy agrees and attests that it is fully authorized to assure that the Cow Pleasant Dairy will comply with all requirements under this Consent Order.
5. The Cow Pleasant Dairy shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Consent Order.

SECTION IV - GENERAL PROVISIONS

1. With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Cow Pleasant Dairy to comply with the requirements of the NREPA and its rules. Entry of this Consent Order does not relieve the Cow Pleasant Dairy from future liability for the potential need to conduct remedial actions if contaminants originating from the discharge are discovered at limits that exceed the criteria under applicable law. The DEQ further expressly reserves the right to pursue the Cow Pleasant Dairy for injunctive relief and costs associated with overseeing and conducting these remedial actions.
2. The DEQ and the Cow Pleasant Dairy consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to the provisions of the NREPA, as amended.
3. This Consent Order in no way affects the Cow Pleasant Dairy's responsibility to comply with any other applicable state, federal, or local laws or regulations.
4. The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and applicable statutory fines for any violation of this Consent Order.
5. Nothing in this Consent Order is or shall be considered to affect any liability the Cow Pleasant Dairy may have for natural resource damages caused by the Cow Pleasant Dairy's acts or omissions. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
6. In the event the Cow Pleasant Dairy sells or transfers the facility, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the Cow Pleasant Dairy shall also notify the

WRD District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WRD District Supervisor within 30 days of assuming the obligations of this Consent Order.

7. The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.
8. This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

9. REPORTING

The Cow Pleasant Dairy shall verbally report any violation(s) of the terms and conditions of this Consent Order to the District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Cow Pleasant Dairy shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

10. RETENTION OF RECORDS

Upon request by an authorized representative of the DEQ, the Cow Pleasant Dairy shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to applicable laws or rules. All such documents shall be retained by the Cow Pleasant Dairy for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

11. RIGHT OF ENTRY

The Cow Pleasant Dairy shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

12. DEQ APPROVAL OF SUBMITTALS

For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the Cow Pleasant Dairy, the following process and terms of approval shall apply:

- a. All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
- b. In the event the DEQ disapproves a work plan, proposal, or other document, it will notify The Cow Pleasant Dairy in writing, specifying the reasons for such disapproval. The Cow Pleasant Dairy shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Cow Pleasant Dairy of this disapproval.
- c. In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it will notify the Cow Pleasant Dairy in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require the Cow Pleasant Dairy to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Cow Pleasant Dairy of this disapproval.
- d. Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- e. Failure by the Cow Pleasant Dairy to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject the Cow Pleasant Dairy to the enforcement provisions of this Consent Order.
- f. Any delays caused by the Cow Pleasant Dairy's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Cow Pleasant Dairy's responsibility to comply with any other deadline(s) specified in this Consent Order.
- g. No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by the Cow Pleasant Dairy will be construed as relieving the Cow Pleasant Dairy of its obligation to obtain written approval, if and when required by this Consent Order.

13. EXTENSIONS

The Cow Pleasant Dairy and the DEQ agree that the DEQ may grant the Cow Pleasant Dairy a reasonable extension of the specified deadlines set forth in this Consent Order.

Any extension shall be preceded by a written request to the District Supervisor no later than ten business days prior to the pertinent deadline, and shall include:

- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
- b. A detailed description of the circumstances that will prevent the Cow Pleasant Dairy from meeting the deadline(s).
- c. A description of the measures the Cow Pleasant Dairy has taken and/or intends to take to meet the required deadline.
- d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

14. TERMINATION

This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, the Cow Pleasant Dairy shall submit a request consisting of a written certification that the Cow Pleasant Dairy has fully complied with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section II, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the district supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

Exhibit A
Administrative Consent Order

<u>Enforcement Type</u>	<u>Enforcement Number</u>	<u>Issued Date</u>
VIOLATION NOTICE	VN-006553	8/22/2016



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SAGINAW BAY DISTRICT OFFICE



C. HEIDI GRETHUR
DIRECTOR

August 22, 2016

CERTIFIED MAIL 7011 1570 0001 9649 3040

Ms. Katrien DeVos
Cow Pleasant Dairy, Inc.
5731 N. Winn Rd
Weidman, Michigan 48893

Dear Ms. DeVos:

SUBJECT: Violation Notice/Enforcement Notice VN-006553

The Department of Environmental Quality (DEQ), Water Resources Division (WRD), has determined that the Cow Pleasant Dairy, Inc., is in violation of Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.* and the Administrative Rules promulgated there under being 2006 AACRS R 323.2101 *et seq.*, as amended and National Pollutant Discharge Elimination System (NPDES) Permit No. MIG019000 and NPDES Certificate of Coverage (COC) No. MIG010188, which was issued to Cow Pleasant Dairy, Inc., on April 23, 2012.

On May 3, 2016, the DEQ received a report of a manure discharge to the waters of the state through a culvert on Fordyce Road. The manure accumulated in the low areas of the field and flowed through the culvert under Fordyce Road onto property owned by Mr. and Ms. Vogel. The manure continued to flow over ground and through field tiles and reached the headwaters of Schofield Creek.

Immediately, upon discovery of the discharge, Cow Pleasant Dairy began to take efforts to halt the discharge and self-reported the discharge to the DEQ. Cow Pleasant Dairy had difficulty contacting and getting permission from the Vogels' to access their property to deploy measures to stop the discharge, but once contact and permission was received, sand berms were built around the culvert, sandbags were deployed, and straw spread to soak up excess manure. Additionally, the drain commissioner was contacted for permission to dig up and block tiles located in the path of the manure. These efforts effectively stopped the discharge. The proper authorities were notified of the discharge.

On May 4, 2016, the DEQ visited the site to assure that Cow Pleasant Dairy's efforts had been successful and the manure discharge from the culvert had been halted. At the time of this visit, the overland discharge was stopped, and the water flowing in the stream appeared to be clear and free of odors. This visit took place at approximately 8:30 a.m. Throughout the course of the day, 0.6 inches of rain fell.

On May 5, 2016, a complaint about manure in the stream was received by the DEQ. The DEQ returned to the site and discovered although the initial discharge through the culvert was stopped, the heavy rain had caused manure to leach into the field tiles, and was now flowing into the Schofield Creek. The water was dark, with a strong odor of manure, and foam present. Dissolved oxygen (DO) samples were taken at the field tile source, at several downstream locations, and at an unaffected tributary of Schofield Creek for background condition data.

The unaffected tributary of Schofield Creek (taken at Battle Road) had a high DO (10.9 mg/L). At the tile discharge DO was diminished to 4.62 mg/L. The next downstream road crossing (Vandecar) had a DO of 5.1 mg/L. At Nottawa Road, DO had recovered to 9.68 mg/L. Although the discharge had a negative impact on the resource, no dead fish were discovered by the DEQ as a result of this discharge.

Schofield Creek is protected as a designated cold water trout stream. Three tributaries make up the headwaters. The impacted tributary is the southernmost and smallest of the three and is largely channelized and lacking riparian cover. The Blisch Drain runs underground through a large, 14 inch tile beneath the field identified in the Comprehensive Nutrient Management Plan (CNMP) as "Big Vogel" and begins flowing above ground east of Fordyce Road, where it becomes Schofield Creek. The underground Blisch Drain received the manure through the drainage tiles and discharged into the headwaters of Schofield Creek. The runoff discharge ran through a culvert on Fordyce Road and entered the Schofield Creek at the headwaters, where it makes surface connection through the Blisch Drain tile.

Over the next several days, after May 5, 2016, the DEQ continued to monitor impacts to the Schofield Creek and additional streams downstream of recent manure applications. DO levels in Schofield Creek continued to rise, the presence of unnatural colors and odors decreased and then disappeared, and no evidence of a fish kill as a result of the spill was discovered.

On May 10, 2016, manure was identified in the stream located south of Vernon Road, at Vandecar Road following manure application to the field identified in the CNMP as "Across from Farm 80". The water at this location was black, with an odor of manure, and a DO of 3.1 mg/L. By May 13, 2016, the DO at this location was 6.2 mg/L.

Cow Pleasant Dairy was very cooperative with the DEQ and continued to diligently monitor and report the condition of the water being discharged from drainage tile outlets and streams in the locations they applied manure to over the next weeks. They agreed to reduce application rates and double applications (with a period of drying between), if necessary, for applications to fields with slopes or other factors that could increase the potential for runoff or leeching to field tiles. Their cooperation and efforts to prevent additional discharges was noted and greatly appreciated. No additional tile discharges were reported after May 10, 2016.

On May 17, 2016, Cow Pleasant Dairy provided to the DEQ the Daily Manure Application Records for the 262 acre "Big Vogel" field, where application discharged overland and through field tiles after the subsequent rain even. Acceptable manure application rates are determined by the levels of nutrients available in manure and present in the soil. However, Part 1.A.7.a states:

The permittee shall conduct a field-by-field assessment of all land application areas. Each field shall be assessed prior to use for land application of CAFO waste. The assessment shall identify field-specific conditions, including, but not limited to, slopes, soil type, locations of tile outlets, tile risers and tile depth, conservation practices, and offsite conditions, such as buffers and distance or conveyance to surface waters. The assessment shall also identify fields, or portions of fields, that will be used for surface application of CAFO waste without incorporation to frozen or snow-covered ground in accordance with the Department 2005 Technical Standard for the Surface Application of CAFO Waste on Frozen or Snow-Covered Ground without Incorporation or Injection (last page of this permit). The results of this assessment, along with consideration of the form and sours of the CAFO waste and all nutrient inputs in addition to those from large CAFO waste, shall be used to ensure that the amount, timing, and method of application of CAFO waste:

- A) Does not exceed the capacity of the soil to assimilate the CAFO waste*
- B) Is in accordance with field-specific nutrient management practices that ensures appropriate agricultural utilization of the nutrients in the CAFO waste*
- C) Does not exceed the maximum annual land application rates specified in Part I.A.4.b.7)c), below*
- D) Will not result in unauthorized discharges*

The application rate used on "Big Vogel" 1) exceeded the capacity of the soil to assimilate the CAFO waste and; 2) resulted in an unauthorized discharge. This is a violation of NPDES Permit No. MIG019000 and COC No. MIG0101888.

Over application of manure to "Big Vogel" resulted in a discharge of manure and wastewater, both overland and through field tiles to the waters of the state, which resulted in impacts to waters of the state. Application rates have not yet been submitted for "Across from Farm 80", however based on the visual observations and water samples taken, violations of the Part 4, Water Quality Standards occurred as a result of manure application on this field as well.

Cow Pleasant Dairy should take all measures to assure that discharges of manure and other wastewater off-site and to the waters of the state as a result of manure applications are prevented. Field by field assessments should be thorough and should consider all factors including consistency of the manure product, soil permeability impacts of cover cropping, location and depth of field tiles, ability to halt unintended discharges (cut/block tiles), proximity to waterways, and slope of field.

The violations identified in this Violation Notice and Enforcement Notice have ceased, but the potential for reoccurrence exists with the next applications of these fields.

Cow Pleasant Dairy is hereby notified that the violations identified in this Violation Notice and Enforcement Notice are violations of Part 31, Water Resources Protection, of the NREPA, MCL 324.3101 *et seq.* and the Administrative Rules promulgated there under being 2006 AACRS R 323.2101 *et seq.*, as amended and NPDES Permit No. MIG019000 and the NPDES Certificate of Coverage (COC) No. MIG010188.

Cow Pleasant Dairy is requested to immediately undertake all actions necessary to resolve all violations identified in this Violation Notice and Enforcement Notice.

In response to the violations detailed in this Violation Notice and Enforcement Notice, Cow Pleasant Dairy shall:

1. Submit complete Land Application Logs for the fields applied. Include all parameters as listed in Part I.A.4.b.7.d of Permit MIG019000.
2. Provide an updated and complete Field-by-Field Assessment for "Big Vogel", "Across from Farm 80", and any additional fields with similar characteristics (soil type, tillage practices, slope, proximity to water ways) creating potential for discharge.
3. Provide a revised spreading plan for the 2016 season, if fall applications are planned for these fields.
4. Provide a detailed protocol for future applications to assure both nutrient and volume application rates prevent future permit violations as a result of over application. This protocol should include field specific actions if an over application or spill occurs.

The violations identified herein, as well as any additional violations discovered hereafter must be formally resolved through entry of a legally enforceable Administrative Consent Order (ACO). Failure to resolve this matter by entry of the ACO within 90 days of receipt of this letter may result in escalation for additional enforcement. If this ACO is acceptable to the Cow Pleasant Dairy, please sign and return both (two) original documents to me, not later than ten (10) days after receipt of this letter. Upon receipt of the signed documents, I will secure the other signatures and return one fully executed original document to you for your records. The ACO becomes effective on the date that it is signed by the WRD Chief, and the civil fine must be paid not later than ninety days after that date.

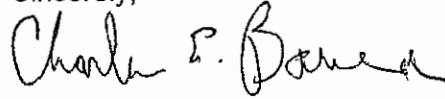
Alternatively, you are offered an opportunity to meet with the DEQ regarding the Violation Notice and Enforcement Notice and proposed ACO. If you would like to participate in such a meeting, please contact Ms. Audrey Schwing at 989-330-4639 not later than 10 days from your receipt of this notice.

You may also submit a written response to Violation Notice and Enforcement Notice and proposed ACO at any time prior to, during, or in lieu of, a scheduled conference. The written response should state whether representatives of Cow Pleasant Dairy are planning to attend the conference or if the submittal is being made in lieu of the conference. If a written response to this letter is not received from the Cow Pleasant Dairy by the date of the conference, or if the Cow Pleasant Dairy does not attend the conference, the DEQ will initiate further enforcement actions.

The WRD reserves its right to take all necessary and appropriate enforcement actions for all violations of the Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.* and the Administrative Rules promulgated there under being 2006 AACRS R 323.2101 *et seq.*, as amended and National Pollutant Discharge Elimination System (NPDES) Permit No. MIG01000 and your National Pollutant Discharge Elimination System (NPDES) Notice of Coverage (NOC) No. 010188 that have occurred to date and any violations that may occur in the future. These actions may include, but are not limited to, seeking civil fines, injunctive relief, natural resources damages, all costs associated with this enforcement action, including attorney costs and any other relief available to the WRD.

Ms. Katrien DeVos
Cow Pleasant Dairy, Inc.
Page 5
August 22, 2016

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Bauer". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles Bauer
Saginaw Bay District Supervisor
Water Resources Division

cc: Ms. Deidre Iciek, Blue Wing Consulting
Mr. Charles Bauer, DEQ (electronic)
Ms. Katelyn Wysocki, DEQ, Enforcement Unit (electronic)